

**CASE AUTH/3849/11/23**

**COMPLAINANT v ASTRAZENECA**

Allegation regarding declaration of funding

**CASE SUMMARY**

This case was in relation to a declaration of funding by AstraZeneca which appeared at the end of the article and not the start.

The outcome under the 2021 Code was:

<b>Breach of Clause 5.5</b>	<b>Failing to be sufficiently clear as to the company's role and involvement</b>
<b>No Breach of Clause 2</b>	<b>Requirement that activities or materials must not bring discredit upon, or reduce confidence in, the pharmaceutical industry</b>
<b>No Breach of Clause 5.1</b>	<b>Requirement to maintain high standards at all times</b>

**This summary is not intended to be read in isolation.  
For full details, please see the full case report below.**

**FULL CASE REPORT**

A complaint was received from an anonymous, non-contactable complainant about AstraZeneca.

**COMPLAINT**

The complaint wording is reproduced below:

An article that has been funded by astrazeneca which appeared in the [named publication] did not disclose this fact at the outset of the article. It was only mentioned at end of article that astrazeneca had funded the publication. The article was about improving outcomes for patients with severe asthma. A link to the article is [link provided] Transparent declarations from the start of material was vital and therefore there was a breach of clause 5.5, 5.1 and 2

When writing to AstraZeneca, the PMCPA asked it to consider the requirements of Clauses 5.5, 5.1 and 2 of the Code.

**ASTRAZENECA'S RESPONSE**

The response from AstraZeneca is reproduced below:

The complainant alleges that *'an article that has been funded by AstraZeneca, which appeared in [named publication] did not disclose this fact at the outset of the article'*. You have asked AstraZeneca to consider requirements of the following Code clauses when responding to this complaint: 2, 5.1 and 5.5. We will address the complainants' allegations according to the relevant clauses of the ABPI Code of Practice.

### **AstraZeneca response:**

AstraZeneca were approached by the independent organisation, [named healthcare organisation] to provide an arms-length sponsorship to support the development of an article in the [named publication] Autumn/Winter 2021 edition. The scope of article was to focus on the work of the Accelerated Access Collaborative (AAC) in severe asthma and associated initiatives (including SPECTRA GP Clinical System Resource a Donated Service Programme funded by AstraZeneca and developed in collaboration with the NHS England (NHSE)-hosted AAC to identify and support the referral of uncontrolled and patients with suspected severe asthma). The agreement, signed by both AstraZeneca and [healthcare organisation] prior to initiation of the activity, noted that while AstraZeneca would be kept updated on the progress of the publication and acknowledged as a Sponsor, they *'shall not be involved in the publication of the feature article and [healthcare organisation] shall have full and final editorial / publishing control, and full ownership of the publication as part of the agreement'*. In addition, the agreement stated that *'All material must disclose AstraZeneca funding and involvement'*.

The final, published, non-promotional article includes a specific, bold-headed 'acknowledgements' section that states: *'The authors would like to acknowledge the editorial support provided by [individual name] funded by [healthcare organisation]. Funding for this publication has been provided by AstraZeneca and the [named] programme [...]'*. This separate acknowledgment section is prominent and clearly outlines that AstraZeneca's involvement in the article was restricted to funding only. As AstraZeneca had no involvement with development of the article, it was neither reviewed nor approved by AstraZeneca. The wording of the declaration is unambiguous and therefore readers immediately understand the extent of the company's involvement. However, AstraZeneca acknowledge that the declaration was not positioned at the outset of the article and therefore accepts that this constitutes a breach of Clause 5.5. As soon as AstraZeneca received this complaint, immediate action has been taken to process an update to our Sponsorship Agreement Template, specifically adding that declaration of involvement must be positioned at the outset of any sponsored material/activity.

### **Summary of AstraZeneca's position:**

AstraZeneca takes its compliance with the Code and responsibility to uphold confidence in the industry extremely seriously and is committed to maintaining high standards in relation to all information it provides about its products and in complying with the Code.

With a clear, written and signed agreement including a statement declaring AstraZeneca's involvement and reflection of this in the published article, AstraZeneca's sponsorship and authorship was clear and transparent to all readers, and no effort was made to hide AstraZeneca's involvement. AstraZeneca therefore maintains that high standards have been upheld and this matter has not brought discredit upon the pharmaceutical industry. We, therefore, refute the alleged breaches of Clauses 5.1 and 2.

## PANEL RULING

A complaint was received in relation to an article which appeared in the [named publication]. The complainant alleged that the declaration of funding by AstraZeneca only appeared at the end of the article and not at the start.

AstraZeneca confirmed in their submissions that they provided arms-length sponsorship to the [named healthcare organisation] to support the development of the article. In their response, AstraZeneca submitted that they were not involved in the publication of the article and did not see the final version before publication but that the agreement stated 'All material must disclose AstraZeneca funding and involvement'.

The Panel was provided with a copy of the article. AstraZeneca's funding was declared under the heading 'Acknowledgements' which appeared half way down the final page of the four page article. This stated, "Funding for this publications has been provided by AstraZeneca...".

The Panel considered the requirements of Clause 5.5 and the Supplementary Information which makes clear that the declaration of sponsorship must be sufficiently prominent from the outset. Although the Panel accepted AstraZeneca's submission that their level of involvement was clear to readers, they considered that it was not sufficiently prominent from the outset. The Panel was of the view that a reader would likely read the whole article before they knew it had been funded by AstraZeneca. The Panel ruled a **breach of Clause 5.5**, which AstraZeneca acknowledged.

The Panel considered that the article did contain a declaration of funding and that this was clear to readers albeit this was not made clear from the outset. The Panel also noted AstraZeneca's submission that they had recognised a weakness in their template agreement and had sought to remedy this immediately following receipt of the complaint. The Panel noted the complainant was anonymous and non-contactable and that while anonymous complaints were accepted under the Constitution and Procedure, as with all other complaints, the complainant had the burden of proving their complaint on the balance of probabilities. All complaints were judged on the evidence provided by the parties. In this instance the complainant had provided no evidence to support a specific allegation that AstraZeneca had failed to maintain high standards and could not be contacted for more information. The Panel considered that a ruling of a breach of Clause 5.5 adequately covered the matter raised by the complainant. Based on the totality of information before it the Panel did not consider the complainant had established that high standards had not been maintained and ruled **no breach of Clause 5.1**. It follows that the Panel ruled **no breach of Clause 2**.

**Complaint received**      **08 November 2023**

**Case completed**        **12 February 2025**